

**Exhibit A**

**MDJW Engagement Agreement**



Martin, Disiere, Jefferson & Wisdom  
ATTORNEYS AT LAW

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FREE SPEECH SYSTEMS, LLC  
August 30, 2022  
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## Martin, Disiere, Jefferson & Wisdom L.L.P.

ATTORNEYS AT LAW

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Board Certified • Consumer Law  
Texas Board of Legal Specialization

August 30, 2022

**Via Email**

W. MARC SCHWARTZ  
CHIEF RESTRUCTURING OFFICER  
FREE SPEECH SYSTEMS, LLC  
3019 Alvin Devane Blvd. Ste 300  
Austin, TX 78741  
Email: [mschwartz@schwartzassociates.us](mailto:mschwartz@schwartzassociates.us)

RE: *FONTAINE V JONES Case No. D-1-GN-18-001605; HESLIN V JONES Case No. D-1-GN-18-001835; POZNER V. JONES Case No. D-1-GN-18-001842; NEIL HESLIN, SCARLETT LEWIS, LEONARD POZNER, VERONIQUE DE LA ROSA, MARCEL FONTAINE VS. ALEX JONES, FREE SPEECH SYSTEMS LLC, PQPR HOLDINGS LIMITED LLC, PLJR HOLDINGS, LLC, CAROL JONES Case No. D-1-GN-22-001610*

Dear Mr. Schwartz:

This will follow our recent communication I have had with Andino Reynal regarding FREE SPEECH SYSTEMS LLC'S ("FSS" or "Debtor") interest in retaining our Firm's professional services. This letter contains our Fee & Legal Representation Agreement ("Agreement") for your review and execution so that the terms of our representation will be understood and mutually agreeable. Notwithstanding entry into the Agreement by us, I understand that my firm's official retention by FSS requires approval by the Bankruptcy Court. You have assured me that FSS will seek approval of my firm's retention such that it will relate back to August 30, 2022, so that our firm can begin work immediately and yet be compensated for that work when the order is signed by the Bankruptcy Court.



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**Introduction.** The law firm of Martin, Disiere, Jefferson & Wisdom L.L.P. (“MDJW,” “Firm,” “We,” “Us” or “Our”) have been asked to serve as special legal counsel and/or provide legal advice to FREE SPEECH SYSTEMS, LLC, (“Client” or “You”) arising out of the Sandy Hook shooting litigation in Texas referenced above (collectively, the “Travis County Sandy Hook Lawsuits” described in the subject matter of this letter).

**Scope of Representation.** Our representation of FREE SPEECH SYSTEMS, LLC, will include providing our legal professional services related to the above-referenced suits beginning now and continuing through any resolution (e.g., settlement, dismissal, final judgment, or trial unless instructed or otherwise withdrawn). You have asked us to handle the appeal of the recently tried Texas case. We envision serving as co-counsel with The Reynal Firm as needed in the still-pending cases in any capacity desired. The Reynal Firm shall remain lead counsel and will determine the work we need to do for the Client, and we are also available to assist The Reynal Firm in any capacity needed including discovery, law and motion briefing and pleadings, witness preparations to testify, strategy development and execution, pre-trial jury research, trial preparation and assisting in trial in any way needed. The appeal(s) will be handled through our Firm’s appellate section lead by Board Certified Appellate attorney and senior Partner, Levon Hovnatanian.

**Litigation Expenses.** We will charge our actual expenses as incurred. Our law firm will bill for Our fees and expenses which We incur on a monthly basis. Such bill shall be informational only. FSS shall pay those expense when allowed by the Bankruptcy Court pursuant to an Order Authorizing Interim Compensation or pursuant an order of the Bankruptcy Court authorizing payment pursuant to an interim or final fee application order. The Client shall have the timelines provided for by the Bankruptcy Court to object to the reasonableness of the expenses incurred.

Expenses are highly unpredictable, particularly since expenses are a function of the tactics and actions taken by the other party, e.g., discovery requests, motions, etc. Further, your own objectives in the litigation may change. For example, you may wish for Us to file certain motions that will require attorney time that might not otherwise be expended. Therefore, we cannot accurately estimate litigation expenses at this time, however, we will work with you both to keep legal fees and expenses down. You have the right to ask for a budget report prior to us performing any needed work and we will do so if you ask. If you need a budget prior to Our beginning any legal work, we can provide you with a budget before the work begins.

**Hourly Fees.** Our compensation for professional services rendered for Our representation of FREE SPEECH SYSTEMS, LLC in the Travis County Sandy Hook Lawsuits through trial and on appeal will be billed at Our hourly rates identified below. Our firm’s hourly rates for 2022 are as follows:





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Chris Martin & Levon Hovnatanian	\$425
Other Partners as needed	\$295
Senior Associates/Counsel as needed	\$245
Junior Associates as needed	\$195
Paralegals as needed	\$145

Our hourly rates are adjusted annually, and those rates will be reflected in the invoices. Expenses actually incurred will also be either billed or sent to you for direct payment if from a third-party vendor. If permitted by the Bankruptcy Code, You agree to retain and pay any needed expert witnesses directly and Our firm will not have direct responsibility for the payment of expert witness fees and expenses. We will bill You monthly for all fees and expenses for Our work on your cases. You agree to pay each of Our invoices pursuant to any court orders authorizing interim or final payment of the firm's fees and expenses.

**Payment of Fees and Expenses.** All Our fees and expenses are payable at the offices of Martin, Disiere, Jefferson & Wisdom L.L.P., 808 Travis, Suite 1100, Houston, Texas, 77002 within the deadlines established by the court orders approving payment of each invoice by check, wire transfer or other legal tender. If you or your representative dispute any portion of any invoice, you agree to pay *all undisputed portions* of the invoice timely together with providing a written explanation outlining any billing questions or billing disputes you may have as to any entries not being timely paid. You agree to timely discuss any billing questions or billing disputes with us and make good faith efforts to resolve any questions or disputes regarding any invoice. We agree that your failure to timely pay any of Our invoices in whole or part is grounds for Our immediate withdrawal from the cases as counsel.

**Termination.** Subject to Bankruptcy Court approval, party to this Agreement may terminate this agreement at any time for any reason upon ten (10) days' written notice to the other party at the last known mailing address of that party.

**Withdrawal.** If We find it necessary or desirable to in these cases for any reason including but not limited to nonpayment of Our fees, failure to pay Our incurred expenses, or lack of cooperation with us, you hereby agree to seek substitute counsel if you so desire and to approve any compliant motion We will file with the court requesting such withdrawal, regardless of whether or not such substitute counsel has been obtained.

**Law to Apply.** This Agreement shall be construed and integrated under and in accordance with the laws of the State of Texas. Any proceeding to enforce or concerning this Agreement shall be resolved by the Bankruptcy Court. This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns. Further, this Agreement supersedes



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any prior written or oral understandings or agreements between the parties concerning the subject matter of this Agreement.

Please carefully read and make sure You on behalf of yourself, your personal interests and your business interests fully understand this Agreement or have another attorney review it and advise You concerning its terms. If the foregoing conditions meet with your complete approval, please sign and date the original of this letter indicated below and return it to me and retain a copy for your files.

We appreciate the opportunity to provide representation and look forward to working with you, your business associates, and your legal team.

Very truly yours,

MARTIN, DISIERE, JEFFERSON & WISDOM L.L.P.

Christopher W. Martin

AGREED:

Printed Name: W. Marc Schwartz

Signature: W. Marc Schwartz  
W. Marc Schwartz  
Chief Restructuring Officer  
FREE SPEECH SYSTEMS, LLC

September 14, 2022  
Date